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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SHIRLEY SHEPARD, ANDREA SHEPARD

Plaintiffs,

vs.

GETTY IMAGES (US), INC., GETTY
IMAGES (SEATTLE), INC., AGENCE
FRANCE PRESSE

Defendants

Case No.: 1:15-cv-02204-LAK

FIRST AMENDED COMPLAINT FOR
COPYRIGHT INFRINGEMENT

DEMAND FOR JURY TRIAL

1 Plaintiffs, by and through their undersigned attorneys, allege as follows:

2 **I. NATURE OF THE ACTION**

3 1. Plaintiffs Shirley Shepard and Andrea Shepard (“Shepards”) bring this action
4 against Getty Images (US), Inc., Getty Images (Seattle), Inc. (collectively the “Getty
5 defendants”), and Agence France Presse (“AFP”) (collectively with the Getty defendants,
6 “Defendants”) to recover damages resulting from copyright infringement and to enjoin future
7 infringements. The Shepards are widely recognized as preeminent courtroom illustrators, and
8 have jointly created numerous courtroom drawings for over twenty years (“Shepard Drawings”).

FIRST AMENDED COMPLAINT FOR COPYRIGHT INFRINGEMENT - 1

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4. Shepard Drawings were made available for distribution and distributed through defendants' internet platforms to their subscribers, customers, and a la carte purchasers for, inter alia, editorial and commercial uses.

5. Without proper authorization, Defendants have reproduced, displayed, distributed, sold and/or licensed, and otherwise misused Shepard Drawings in violation of the Shepards' exclusive rights under 17 U.S.C. §106.

6. Defendants knowingly and with intent to induce, enable, facilitate, or conceal infringement, embedded false watermarks and credit lines on Shepard Drawings in violation of 17 U.S.C. §1202.

7. Plaintiffs Shirley and Andrea Shepard are individuals domiciled in New York City. They are prominent courtroom sketch artists whose careers span over two decades. Their work captured almost every high-profile trial in New York and the Northeast. Shepard Drawings are highly praised for their exceptional quality and are highly sought after by media channels because they often are the only visual records of courtroom proceedings. Shirley and Andrea Shepard are co-authors and co-owners of all Shepard Drawings. All Shepard Drawings that are registered with the Copyright Office have been registered in both Shirley Shepard's and Andrea Shepard's names.

1 8. Defendant Agence France Presse is a French entity with offices at 11-13 Place de
2 la Bourse, Paris France 75002, with its principal place of business in North America at 1015 15th
3 Street NW, Suite 500, Washington D.C. 20005 and a place of business at 747 Third Avenue,
4 Floor 35, New York, NY 10017. AFP is an international wire service that provides text,
5 photographs, videos, and graphics to customers worldwide.

6 9. Defendant Getty Images (US), Inc. (“Getty US”) is a New York corporation
7 engaged in the stock photo business with its principal executive office at 75 Varick St., 5th Floor,
8 New York, NY 10013.

9 10. Getty Images (Seattle), Inc. (“Getty Seattle”) is a Washington state corporation
10 engaged in the stock photo business with its principal executive office at 605 5th Avenue S, Suite
11 400, Seattle, WA 98104.

12 11. Getty U.S. and Getty Seattle (collectively, “the Getty defendants”) are suppliers
13 of stock images with an approximate archive of 80 million still images and illustrations and more
14 than 50 thousand hours of stock film footage.

15 12. At all times relevant herein, the Getty defendants operated and continue to operate
16 a large commercial website which allows clients to search, browse, download, embed, and
17 purchase rights in images.

18 13. Getty has acquired many privately owned stock photography businesses and has
19 aggressively sought to enforce copyrights in the images on its website.

20 **III. JURISDICTION AND VENUE**

21 14. This is a civil action seeking damages and injunctive relief for copyright
22 infringement under the copyright laws of the United States (17 U.S.C. §101 et seq.).

1 15. This Court has subject matter jurisdiction under the Copyright Act 17 U.S.C.
2 §101 et seq., federal question jurisdiction under 28 U.S.C. § 1331, and original jurisdiction under
3 28 U.S. §1338(a).

4 16. Defendants are subject to personal jurisdiction in this Court because they maintain
5 offices in New York, New York and because they transact business in New York, New York.

6 17. Venue is proper in the Southern District of New York pursuant to 28 U.S.C.
7 §1391(b) because Defendants transact business in this District, because a substantial part of the
8 events or omissions giving rise to the claims occurred in this District, and because the property
9 that is the subject of this action is situated in this District.

10 **IV. FACTUAL BACKGROUND**

11 18. Plaintiffs attend courtroom proceedings and create original drawings that capture
12 courtroom action. Plaintiffs always retain copyright ownership in their work.

13 19. Plaintiffs earn their living by entering into licensing agreements with various
14 media outlets, whereby Plaintiffs provide those media outlets with courtroom drawings in return
15 for compensation.

16 20. Since 1997, AFP has been a client of Plaintiffs, and Plaintiffs have entered into
17 several licensing agreements with AFP.

18 21. The licensing agreements with AFP were non-exclusive, non-assignable, and
19 usage was limited to one-day editorial use, and it was agreed upon and understood that the
20 Shepard Drawings could not subsequently be sold, licensed, or sublicensed.

21 22. Plaintiffs never entered into agreements with AFP to transfer their copyright
22 ownership in their drawings to AFP. Plaintiffs retained copyright ownership to all the drawings
23 they provided to AFP.

1 23. Plaintiffs were never commissioned by AFP to make any drawings. Rather,
2 Plaintiffs created their drawings, then AFP solicited Plaintiffs for licenses to those already-
3 created drawings.

4 24. Plaintiffs at all times worked as independent contractors. They were never AFP
5 employees or staff.

6 25. On or about July 19, 2012, Plaintiffs' former attorneys sent a demand letter to
7 AFP's attorneys advising, inter alia, of AFP's obligation to preserve all records, data, and
8 communications pertaining to the usage, sale, and distribution of any works belonging to
9 Plaintiffs which AFP sold, licensed, used, or disseminated.

10 26. The Getty defendants operate a global digital media company. It produces and
11 distributes royalty-free images, rights-managed images, celebrity photos, online music and video.
12 It owns and operates www.gettyimages.com. The website allows the public to search content
13 using keywords or a combination of predefined parameters. For image content, the website also
14 allows the public to see previews of images in the form of thumbnails or full-sized images. Getty
15 licenses its content for various uses and generates revenue from that content.

16 27. Plaintiffs did not agree, in writing or otherwise, to license Shepard Drawings to
17 Getty, except that Plaintiff licensed a limited number of Shepard Drawings to Getty in 2004.
18 Getty obtained many Shepard Drawings from AFP. Internet searches have revealed that the
19 Getty defendants have licensed Shepard Drawings to various news media and others, and to date
20 such Shepard Drawings continue to be displayed by third-party licensees on their internet
21 websites.

22 28. Some Shepard Drawings that appeared on the Getty website contained the
23 watermarks "gty.im" followed by the editorial image number, and "collection AFP." The caption

1 below those Shepard Drawings reads “Photo credit should read SHIRLEY
2 SHEPARD/AFP/Getty Images,” and the credit line reads “AFP/Getty Images.” The source of the
3 photograph is identified as AFP. The copyright is attributed to AFP.

4 29. Upon information and belief, the Getty defendants’ subscribers and a la carte
5 purchasers and customers have not been notified of their infringing uses and requested to take
6 down the infringing Shepard Drawings.

7 30. Getty Images’ End User License Agreement gives Getty Images the right to
8 request that such users take down infringing images.

9 31. Upon information and belief, Getty has engaged in a pattern and practice of
10 failing to use due diligence to confirm its copyrights in its collections, in failing to check the
11 copyright status of the content it obtains/obtained from AFP, and has acted in continuing
12 deliberate and/or reckless disregard of content creators’ rights in these collections.

13 **V. DAMAGES**

14 32. Plaintiffs are entitled to recover from defendants the damages, including
15 attorneys’ fees, they have sustained and will sustain, and any gains, profits and advantages
16 obtained by defendants as a result of their acts of infringement alleged above.

17 33. At present, the full amount of such damages, gains, profits and advantages cannot
18 be fully ascertained by plaintiffs, but will be established according to proof at trial.

19 34. As a direct and proximate cause of the infringement, Plaintiffs have been and
20 continue to be damaged in an amount to be determined at trial.

21 35. Defendants have garnered and/or will garner infringing profits in an amount
22 presently unknown, which profits should be disgorged to Plaintiffs.

1 36. Plaintiffs have suffered and will continue to suffer substantial and irreparable
2 damage to their business reputation and goodwill as a result of defendants' infringement.

3 37. Consequently, pursuant to §17 U.S.C. 504 and §17 U.S.C. 412, Plaintiffs are
4 entitled to either actual damages and profits or statutory damages.

5 38. Plaintiffs are entitled to an award of any profits made by defendants from their
6 wrongful acts pursuant to 17 U.S.C. § 504.

7 39. Plaintiffs have no adequate remedy at law to protect the rights in their works, to
8 prevent Defendants from continuing infringing activity, and to prevent continuing injury.
9 Plaintiffs have suffered and are continuing to suffer irreparable injury from defendants' conduct
10 as alleged.

11 40. As a direct and proximate cause of the infringement, pursuant to §17 U.S.C. 502,
12 Plaintiffs are also entitled to preliminary and permanent injunctive relief enjoining and
13 restraining defendants from continuing infringement activities.

14 41. Additionally, pursuant to §17 U.S.C. 503, Plaintiffs are entitled to impounding
15 and destruction of infringing copies or means of producing such copies.

16 **VI. FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**
17 **DIRECT COPYRIGHT INFRINGEMENT**

18 42. Plaintiffs incorporate herein by reference each and every allegation in this
19 complaint as though fully set forth herein.

20 43. The Shepard Drawings are copyrightable subject matter under 17 U.S.C.
21 §102(a)(5).

1 44. Plaintiffs are presently and have always been the exclusive copyright owners of
2 the Shepard Drawings. Plaintiffs and Defendants never made any agreements regarding
3 ownership of any Shepard Drawings.

4 45. Plaintiffs did not enter into licensing agreements regarding Shepard Drawings
5 with Getty, except for a limited number of Shepard Drawings Plaintiffs provided to Getty in
6 2004.

7 46. Defendants never commissioned Plaintiffs to create any drawings.

8 47. Plaintiffs were never employed by Defendants.

9 48. Plaintiffs have exclusive rights under 17 U.S.C. §106 to reproduce, prepare
10 derivative works based on the Shepard Drawings, distribute copies of the Shepard Drawings, and
11 display the Shepard Drawings publically.

12 49. Without authority, permission, or consent of Plaintiffs, AFP reproduced some or
13 all of the Shepard Drawings beyond the terms of the one-day license. These included, without
14 limitation, the Shepard Drawings that were assigned the following AFP editorial numbers:
15 Was3932894, Was3877452, Was3773622, Was3773620, Was3548675, Was3548678,
16 Was3479348, Was3259001, Was3233312, Was3204652, and Was3204651.

17 50. Without authority, permission, or consent of Plaintiffs, AFP displayed some or all
18 of the Shepard Drawings beyond the terms of the one-day license. These included, without
19 limitation, the Shepard Drawings that were assigned the following AFP editorial numbers:
20 Was3932894, Was3877452, Was3773622, Was3773620, Was3548675, Was3548678,
21 Was3479348, Was3259001, Was3233312, Was3204652, and Was3204651.

22 51. Without any authority, permission, or consent of Plaintiffs, AFP distributed some
23 or all of the Shepard Drawings beyond the terms of one-day license. These included, without

1 limitation, the Shepard Drawings that were assigned the following AFP editorial numbers:
2 Was3932894, Was3877452, Was3773622, Was3773620, Was3548675, Was3548678,
3 Was3479348, Was3259001, Was3233312, Was3204652, and Was3204651.

4 52. Without any authority, permission, or consent of Plaintiffs, AFP sold usage rights
5 for some or all of the Shepard Drawings beyond the terms of the one-day license. These
6 included, without limitation, the Shepard Drawings that were assigned the following AFP
7 editorial numbers: Was3932894, Was3877452, Was3773622, Was3773620, Was3548675,
8 Was3548678, Was3479348, Was3259001, Was3233312, Was3204652, and Was3204651.

9 53. Without any authority, permission, or consent of Plaintiffs, the AFP defendants
10 created derivative works of some of the Shepard Drawings. These included, without limitation,
11 the Shepard Drawings that were assigned the following AFP editorial numbers: Was3932894,
12 Was3877452, Was3773622, Was3773620, Was3548675, Was3548678, Was3479348,
13 Was3259001, Was3233312, Was3204652, and Was3204651.

14 54. Without any authority, permission, or consent of Plaintiffs, the Getty defendants
15 reproduced some of the Shepard Drawings for use on their website or otherwise. See **Exhibits**
16 **A1 and A2** (screenshots of some of the Shepard Drawings displayed on Getty's website without
17 authorization).

18 55. Without any authority, permission, or consent of Plaintiffs, the Getty defendants
19 displayed some of the Shepard Drawings on their website. See **Exhibits A1 and A2**
20 (representing screenshots of some of the Shepard Drawings displayed on Getty's website without
21 authorization).

22 56. Without any authority, permission, or consent of Plaintiffs, the Getty defendants
23 distributed some of the Shepard Drawings on the Getty defendants' website. See **Exhibits A1**

1 **and A2** (representing screenshots of some of the Shepard Drawings displayed on Getty's website
2 without authorization).

3 57. Without any authority, permission, or consent of Plaintiffs, the Getty defendants
4 sold to the public usage rights for some of the Shepard Drawings. See **Exhibits A1 and A2**
5 (representing screenshots of some of the Shepard Drawings displayed on Getty's website without
6 authorization).

7 58. Without any authority, permission, or consent of Plaintiffs, the Getty defendants
8 created derivative works of some of the Shepard Drawings on the Getty defendants' website. See
9 **Exhibits A1 and A2** (representing screenshots of some of the Shepard Drawings displayed on
10 Getty's website without authorization).

11 59. Upon information and belief, Getty has reproduced, displayed, sold, or licensed
12 Shepard Drawings that Getty acquired from AFP, whether or not depicted in **Exhibits A1 and**
13 **A2**.

14 60. The Shepard Drawings depicted in **Exhibits A1 and A2** were registered with the
15 United States Copyright Office. See **Exhibit B** (table correlating the Getty editorial numbers
16 assigned to the Shepard Drawings in **Exhibits A1 and A2** with the corresponding copyright
17 registration numbers of those Shepard Drawings).

18 61. Plaintiffs have obtained a total of approximately 48 copyright registrations
19 covering hundreds of works. See **Exhibit C** (list of copyright registration numbers).

20 62. Upon information and belief, Plaintiffs allege that Defendants' infringement
21 extends beyond the works identified in **Exhibits A1 and A2** and verily believe that Defendants
22 have infringed the copyright of several other Shepard Drawings for which the Shepards
23 exclusively own the copyright, and for which the copyrights have been registered with the U.S.

1 Copyright Office under one of the registration numbers set forth in **Exhibit C**. Plaintiffs expect
2 that the existence of these infringements, while presently unknown and unknowable to Plaintiffs,
3 will be ascertained through the course of discovery in this action.

4 63. Upon information and belief, defendants have engaged in repeated, unlawful acts
5 and practices which have included extensive infringements of copyrights in the Shepard
6 Drawings from on or about the dates referenced in the screenshots depicted in **Exhibits A1 and**
7 **A2** through the present.

8 64. Plaintiffs are informed and believe that the foregoing acts of infringement have
9 been willful and intentional with disregard and deliberate indifference to the rights of Plaintiffs.

10 65. Upon information and belief, some of the infringements occurred within three
11 years of the filing of this complaint.

12 66. Plaintiffs have complied in all respects with the provisions of the Copyright Act
13 and all regulations thereunder.

14 **VII. SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**
15 **CONTRIBUTORY COPYRIGHT INFRINGEMENT**

16 67. Plaintiffs incorporate herein by reference each and every allegation in this
17 complaint as though fully set forth herein.

18 68. AFP knew or had reason to know that Plaintiffs own the copyrights in the Shepard
19 Drawings.

20 69. AFP knew or had reason to know that the Shepard Drawings were licensed to
21 AFP only for one-day use.

22 70. Without permission or authority, AFP granted rights in the Shepard Drawings to
23 Getty or other people or entities.

1 71. The recipients of the purported rights granted by AFP have reproduced, copied,
2 displayed, distributed, or made derivatives of some or all Shepard Drawings.

3 72. Upon information and belief, AFP has not notified its customers of their
4 infringing uses and have not been requested to take down the Shepard Drawings.

5 73. Upon information and belief, AFP's customers are still using unauthorized copies
6 of the Shepard Drawings.

7 74. AFP encouraged, assisted, induced, caused, and/or materially contributed to the
8 infringement of the Shepard Drawings without Plaintiffs consent, permission, or authorization
9 and in violation of the Copyright Act.

10 75. AFP's acts have been willful, intentional, purposeful, and with deliberate
11 indifference to Plaintiffs' rights under the Copyright Act.

12 76. The Getty defendants knew or had reason to know that Plaintiffs owned and own
13 the copyrights in the Shepard Drawings.

14 77. The Getty defendants knew or had reason to know that the Shepard Drawings
15 were not lawfully licensed or sublicensed to them, except for some Shepard Drawings that the
16 Shepards licensed to Getty in 2004.

17 78. The Getty defendants knew or had reason to know that it did not have any rights
18 in the Shepard Drawings.

19 79. Without permission or authority, the Getty defendants granted to the public rights
20 it did not have in the Shepard Drawings.

21 80. Members of the public who obtained Shepard Drawings from the Getty
22 defendants have reproduced, copied, displayed, distributed, or made derivatives of the
23 unauthorized Shepard Drawings.

1 81. Upon information and belief, the Getty defendants' customers have not been
2 notified of their infringing uses and have not been requested to take down the Shepard Drawings.

3 82. Upon information and belief, the Getty defendants' customers are still using
4 unauthorized copies of the Shepard Drawings.

5 83. The Getty defendants encouraged, assisted, induced, caused, and/or materially
6 contributed to the infringement of the Shepard Drawings by its users without Plaintiffs' consent,
7 permission, or authorization and in violation of the Copyright Act. The Getty defendants' acts
8 have been willful, intentional, purposeful, and with deliberate indifference to Plaintiffs' rights
9 under the Copyright Act.

10 84. Defendants have been promoting, facilitating, and enabling third-party purchasers
11 of the infringing Shepard Drawings to copy, display, reproduce and distribute the infringing
12 Shepard Drawings and by failing to exercise their contractual rights under their End User
13 Licensing Agreements to inform third-party users of their infringing uses and to request that they
14 cease and desist.

15 85. Third parties have in fact licensed various uses of the infringing Shepard
16 Drawings from defendants, and used, sold, and/or displayed such works without Plaintiffs'
17 authorization, thereby infringing Plaintiffs' copyrights.

18 86. Defendants are liable for the acts of infringement that resulted from others' use of
19 the infringing Shepard Drawings.

20 **VIII. THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

21 **VICARIOUS COPYRIGHT INFRINGEMENT**

22 87. Plaintiffs incorporate herein by reference each and every allegation in this
23 complaint as though fully set forth herein.

1 88. Defendants possessed authority and ability to grant or disable access to the
2 Shepard Drawings.

3 89. Defendants possessed the authority and ability to limit access to the Shepard
4 Drawings.

5 90. AFP possessed the authority and ability to disable the use of the Shepard
6 Drawings by the Getty defendants or by other entities.

7 91. AFP possessed the authority and ability to inform the Getty defendants or other
8 entities of their infringing activities.

9 92. AFP failed to exercise its authority and ability to grant, limit, disable access, or
10 inform the Getty defendants or other entities of their infringing activities.

11 93. AFP derived a financial benefit from licensing the Shepard Drawings beyond the
12 authorized one-day use license to Getty or other third parties.

13 94. The Getty defendants possessed the authority and ability to disable the accounts
14 of those users whose use of Getty images was infringing.

15 95. The Getty defendants possessed the authority and ability to inform its users of
16 infringing activities.

17 96. The Getty defendants failed to exercise their authority and ability to grant, limit,
18 disable access, or inform its users of their infringing activities.

19 97. The Getty defendants derived a financial benefit from its unauthorized use of
20 some of the Shepard Drawings by licensing them to third parties.

21 98. Defendants' conduct was intentional, willful, malicious, fraudulent and calculated
22 to injure Plaintiffs.

23 **IX. FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

FALSE COPYRIGHT MANAGEMENT INFORMATION

99. Plaintiffs incorporate herein by reference each and every allegation in this complaint as though fully set forth herein.

100. Some Shepard Drawings that appeared on the Getty defendants' website contained the watermarks "gty.im" followed by the editorial image number, and "Collection AFP."

101. The caption below some of the Shepard Drawings that appeared on the Getty website reads "By Getty Images" or "Credit: AFP/Getty Images."

102. On the Getty website, the source of some Shepard Drawings is identified as AFP.

103. AFP's one-day license agreement indicates "Licensee shall provide photo credit in the form: © [year] Shepard. All rights reserved." The copyright of some Shepard Drawings is attributed to AFP.

104. Search results on the Getty website for search term "shirley shepard" displayed Plaintiffs' works without attribution to Plaintiffs, and only with the attribution "All contents © copyright [1999-then-current-year] Getty Images, Inc. All rights reserved" at the bottom of the Getty website.

105. In violation of 17 U.S.C. § 1202, defendants knowingly inserted false copyright management information when they placed the Shepard Drawings in their respective databases and websites because they had knowledge from the U.S. Copyright Office of the ownership of the Shepard Drawings, because they made license agreements with either the Shepards or because they made license agreements with each other respecting the Shepard Drawings.

1 106. Defendants knowingly, and with the intent to induce, enable, facilitate, or conceal
2 infringement, provided and distributed the aforesaid false copyright management information to
3 its users through their respective websites.

4 107. At no time did AFP or the Getty defendants own a copyright in any of the
5 Shepard Drawings.

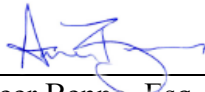
X. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs ask this Court to enter judgment against Defendants and their subsidiaries, affiliates, agents, employees, and all persons acting in concert or participation with them, granting the following relief:

1. That the Court enter an Order, pursuant to 17 U.S.C. § 502, enjoining and restraining defendants, and any persons or entities controlled directly or indirectly by defendants, from engaging in the following conduct:
 - a. Reproducing, distributing, displaying or making any other infringing uses of the Shepard Drawings;
 - b. Making any uses of the Shepard Drawings and informing their licensees and subscribers that they cease and desist from the use of the Shepard Drawings;
 - c. Assisting, aiding or abetting any other person or entity in engaging or performing any of the activities referred to in subparagraphs (a) and (b) above;
2. That the Court enter an Order, pursuant to 17 U.S.C. § 504(b), declaring that the defendants hold in trust, as constructive trustees for the benefit of Plaintiffs, all profits received by defendants from their infringing uses of the Shepard Drawings, and requiring defendants to provide Plaintiffs a full and complete accounting of all gross revenues received by defendants from their licensing of the Infringed Images;
3. That the Court enter an Order requiring the destruction of all copies of the Shepard Drawings made by or under the control of Defendants and all articles by which such copies may be reproduced under 17 U.S.C. §503;

- 1 4. An award of the actual damages suffered by Plaintiffs as the result of Defendants'
- 2 infringement plus the profits of Defendants attributable to the infringement under 17
- 3 U.S.C. §504(b);
- 4 5. Alternatively, if Plaintiffs elect, an award of statutory damages for each infringement of
- 5 Shepard Drawings under 17 U.S.C. §504;
- 6 6. A judgment that Defendants' infringement was willful and an increased statutory
- 7 damages award under 17 U.S.C. §504(c)(2);
- 8 7. An award of Plaintiffs' full costs including attorney's fees under 17 U.S.C. § 505; and
- 9 8. For such and further relief as may be just and proper under the circumstances.

Dated this 20th day of August, 2015



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